

REMARKS

This amendment is being filed in response to the Office Action having a mailing date of February 7, 2008. Various claims are amended as shown. Claims 12-16 are canceled herein without prejudice. With this amendment, claims 1-11 and 17-34 are pending in the application.

I. Rejections under 35 U.S.C. § 101

The present Office Action rejected claims 12-16 under 35 U.S.C. § 101 for allegedly being directed towards non-statutory subject matter. Claims 12-16 are canceled herein without prejudice, so as to facilitate prosecution and without admission that the non-statutory subject matter rejection was proper. With the cancellation of claims 12-16, the rejection under 35 U.S.C. § 101 is therefore rendered moot, and it is kindly requested that such rejection be withdrawn.

II. Discussion of the claims and cited references

The present Office Action has rejected claims 1-5, 7-8, 10, 12-20 and 23-34 under 35 U.S.C. § 103(a) as being unpatentable over Ferlitsch (U.S. Patent Application Publication No. 2004/0190042) in view of Hansen (U.S. Patent No. 6,407,820). Claim 6 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Ferlitsch in view of Hansen and further in view of Lutz (U.S. Patent Application Publication No. 2005/0076298). Claims 9 and 22 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Ferlitsch in view of Hansen and further in view of Kremer (U.S. Patent Application Publication No. 2004/0158655). Claims 11 and 21 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Ferlitsch in view of Hansen and further in view of Shaw (U.S. Patent No. 5,602,974).

With the cancellation of claims 12-16, the rejection of claims 12-16 on the basis of references is rendered moot. For the reasons set forth below, the rejection of the remaining pending claims on the basis of the references as set forth above is respectfully traversed. Therefore, it is kindly requested that such rejections be reconsidered and withdrawn.

A. Independent claim 1

Independent claim 1 as amended herein recites, *inter alia*, “all said batches of said print job are sent to said client terminal for printing on a same single printer of said client terminal.” This amendment clarifies that all batches of the original print job are sent to the same single printer for printing. It is respectfully submitted that this feature, in combination with the other features recited in claim 1, is not disclosed, taught, or suggested by the cited references.

For example, Ferlitsch does not send all of his print batches to the same single printer, but rather spreads out the batches to multiple printers to be printed therefrom. Ferlitsch provides the following description (emphasis ours) in his paragraph [0077]:

“[0077] Another embodiment relates to document splitting. When a multiple page print job has been sent, the lead printing device checks the capabilities of the alternate devices (step 106). The lead printing device may then split the sheets printed on each printing device (step 116) by sending a modified version of the print job, which includes only the corresponding sheets for rendering, to each alternate printing device. This may be performed under such representative conditions as (i) equal distribution--e.g., the same number of copies, (ii) load balanced distribution--e.g., ppm speed, or (iii) another condition.”

From the above-quoted passage from Ferlitsch, it is abundantly clear that when he has a multiple-page print job, he splits up the print job into sheets and sends different sheets of the print job to different (multiple) printers. Thus, each printer is printing a different set of sheets of the print job—not one single/same printer of Ferlitsch is printing all of the sheets of the print job. Hence, this disclosure of Ferlitsch does not meet the limitations of claim 1 that require “all said batches of said print job are sent to said client terminal for printing on a same single printer of said client terminal.”

Ferlitsch provides the following description (emphasis ours) in his paragraph [0076], also pertaining to the use of multiple printers:

“[0076] Another embodiment relates to copy splitting. When a multiple copy print job has been sent to a lead printing device, the lead printing device checks the capabilities of the alternate devices (step 106). The printing device may then split the number of copies printed on each printing device by sending a copy of the print job (step 116) to each alternate printing device (step 116) with the copy count command adjusted accordingly. This may be performed under various conditions, such as (i) in equal distribution--e.g., the same number of copies, (ii) in a load balanced distribution--e.g., ppm speed.”

In the abover-quoted passage of paragraph [0076], Ferlitsch describes how he handles a print job having multiple copies. Essentially, he breaks the print job into its individual “copies,” and he uses a different printer to print each respective copy. Thus, there is not a single/same printer that Ferlitsch uses to print all copies (if construed as “batches”) of the multiple-copy print job—he needs to use multiple different printers for printing. Therefore, this disclosure of Ferlitsch also does not meet the limitations of claim 1 that require “all said batches of said print job are sent to said client terminal for printing on a same single printer of said client terminal.”

Hence, claim 1 is allowable over Ferlitsch.

As a basis for rejecting claim 1, the present Office Action has cited Hansen as supplying the missing teachings of Ferlitsch.

However, Hansen does not cure the deficiencies of Ferlitsch. For example, Hansen (like Ferlitsch) also uses multiple printers to print different portions of a print job. Hansen provides the following description in his column 7, line 59 to column 8, line 8 (emphasis ours):

“The print server application offers the user interface ability to configure and manage the print server operation. The print server engine performs the automated processes of the print server. These processes include

spooling and queuing jobs and job content (i.e. the document), directing the jobs to specific production output devices based on the attributes of the print job and how these attributes are satisfied by the print engine, load balancing jobs among the various production output devices to keep all printers fully utilized, e.g. to split color from black and white jobs, and acting as a communication gateway where it can accept multiple input communication and print protocols translating them to the communication and print protocol the production output device 122 understands.”

Therefore from the above-quoted description provided by Hansen, it is abundantly clear that he uses multiple printers in order to load balance jobs and/or to direct print batches to different printers depending on the attributes of the documents in the batches.

Accordingly, it is respectfully submitted that Hansen does not meet the limitations of claim 1 that require “all said batches of said print job are sent to said client terminal for printing on a same single printer of said client terminal.”

Hence, claim 1 is allowable over Ferlitsch, whether singly or in combination with Hansen.

B. Discussion of other independent claims

Independent claims 17 and 29 are amended in a manner generally similar to claim 1 (using varying language), and are allowable by way of analogy based on the reasons set forth above.

C. Other claim amendments

Various other amendments are made to the claims as shown to provide consistent antecedent basis, to more precisely recite the subject matter contained therein, and/or to otherwise place such claims in better form.

III. Conclusion

Overall, none of the references singly or in any motivated combination disclose, teach, or suggest what is recited in the independent claims. Thus, given the above amendments and accompanying remarks, the independent claims are now in condition for allowance. The dependent claims that depend directly or indirectly on these independent claims are likewise allowable based on at least the same reasons and based on the recitations contained in each dependent claim.

If the attorney of record (Dennis M. de Guzman) has overlooked a teaching in any of the cited references that is relevant to the allowability of the claims, the Examiner is requested to specifically point out where such teaching may be found. Further, if there are any informalities or questions that can be addressed via telephone, the Examiner is encouraged to contact Mr. de Guzman at (206) 622-4900.

The Director is authorized to charge any additional fees due by way of this Amendment, or credit any overpayment, to our Deposit Account No. 19-1090.

All of the claims remaining in the application are believed to be allowable. Favorable consideration and a Notice of Allowance are earnestly solicited.

Respectfully submitted,
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